

<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business set-aside			Page 1 Of 25	
1. Request No. W15P7T-04-Q-H007	2. Date Issued	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA7		
5A. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCB-RT-G FORT MONMOUTH, NJ 07703-5008  W15P7T			6. Deliver by (Date) See Schedule			
			7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other			
5B. For Information Call: (Name and telephone no.) (No collect calls) RONALD BAKAY (732) 532-2557 EMAIL: RONALD.BAKAY@MAIL1.MONMOUTH.ARMY.MIL						
8. To: Name and Address, Including Zip Code POWER FUNCTIONS ENG. INC. 3831 CAVALIER DRIVE GARLAND, TX. 75042-7508			9. Destination (Consignee and address, including Zip Code)  See Schedule			
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.				
11. Schedule (Include applicable Federal, State, and local taxes)						
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)	
	(See Schedule)					
12. Discount For Prompt Payment		a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days Number Percentage	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation		
		16. Signer				
		a. Name (Type or Print)		b. Telephone Area Code		
		c. Title (Type or Print)		Number		
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITIONS NOT USABLE						
18-118						
Standard Form 18 (Rev. 8-95) Prescribed by GSA-FAR (43 CFR) 53.215-1(a)						

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SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS SOLICITATION, NUMBER W15P7T-04-Q-H007, IS TO ACQUIRE A POWER SUPPLY SECURE VOICE UNIT AND KG-94A  
NSN: 6130-01-165-4616.
2. THIS WILL BE A FIRM FIXED-PRICE TYPE CONTRACT AND WILL BE AWARDED BASED ON SIMPLIFIED ACQUISITION PROCEDURES.
3. THIS PROCUREMENT WILL BE A SOLE SOURCE BUY TO POWER FUNCTIONS ENGINEERING INC, GARLAND, TX.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor: POWER FUNCTIONS ENG. INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	SUPPLIES OR SERVICES AND PRICES/COSTS																												
0001	NSN: 6130-01-165-4616 FSCM: 33604 PART NR: SM-A-973674-1 SECURITY CLASS: Unclassified																												
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: POWER SUPPLY PRON: C94CP014C9 PRON AMD: 01</p> <p>Total Quantity of 40, Power Supply Assembly Secure Voice Unit and KG-94A, NSN: 6130-01-165-4616, P/N SM-A973674-1, P/O AN/TSC-85A/93A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM D 3951-98 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W15GK8406500T6</td><td>W25G1U</td><td>J</td><td></td><td>2</td></tr></table><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>20</td><td>0120</td></tr><tr><td>002</td><td>10</td><td>0150</td></tr><tr><td>003</td><td>10</td><td>0180</td></tr></table><p>FOB POINT: Destination</p><p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) TRANSPORTATION OFFICER UNKNOWN NTREQD DDSP NEW CUMBERLAND FACILITY NEW CUMBERLAND PA 17070-5001</p></p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W15GK8406500T6	W25G1U	J		2	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	20	0120	002	10	0150	003	10	0180	40	EA	\$ _____	\$ _____
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W15GK8406500T6	W25G1U	J		2																								
DEL REL CD	QUANTITY	DAYS AFTER AWARD																											
001	20	0120																											
002	10	0150																											
003	10	0180																											

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FSCM: 5Z377 PART NR: SM-A-973674-1 SECURITY CLASS: Unclassified				
0002AA	<p><u>OPTION</u></p> <p>NOUN: POWER SUPPLY</p> <p>Power Supply, NSN: 6130-01-165-4616, P/N SM-A973674-1, P/O AN/TSC-85A/93A.</p> <p>The Contracting Officer may exercise up to 100% of the option within 100 days prior to last production delivery.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE                (SHIP TO) WILL BE FURNISHED PRIOR                TO THE SCHEDULED DELIVERY DATE FOR                ITEMS REQUIRED UNDER THIS                REQUISITION.</p>		EA	\$ _____	\$ _____
0003	SECURITY CLASS: Unclassified				
0003AA	<p><u>ENGINEERING CHANGE PROPOSAL (ECP) AND NOR</u></p> <p>Engineering Change Proposal (ECP) and Notice of Revision (NOR) in accordance with DD Form 1692.</p> <p>(End of narrative B001)</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: POWER FUNCTIONS ENG. INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination				

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PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

2	52.7047	BAR CODE MARKING	OCT/2001
Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.			

INSPECTION AND ACCEPTANCE

3	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
4	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

DELIVERIES OR PERFORMANCE

6	52.242-15	STOP-WORK ORDER	AUG/1989
7	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
8	52.247-34	F.O.B. DESTINATION	NOV/1991
9	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- 0 Percent increase
- 0 Percent decrease

This increase or decrease shall apply to all items.

10	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--			

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have

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been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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CONTRACT ADMINISTRATION DATA

11 52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT DEC/1987  
1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)

Packaging and Packing: -2-  
(City, County, State)

Shipping Point (at or near): -3-  
(Street Address, City, State, Zip Code)

Producing facilities: -4-  
(Owner, Street Address, City, State, Zip Code)

Operator: -5-  
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

12 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999  
Project Designation: -1-

Initiating Activity: -2-  
(Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: -5-

Organization Code: -6-

Telephone Area Code and No.: (732)-7-

DSN/Autovon No.: -8-



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b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-  
(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

13                      52.7080                      DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)                      NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SPECIAL CONTRACT REQUIREMENTS

14	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
15	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-ACCB-RT-G (BAK) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN:AMSEL-ACCB-RT-G (Tom Bifulco) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E( ALE) Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

CONTRACT CLAUSES

16	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
18	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
19	52.222-26	EQUAL OPPORTUNITY	APR/2002
20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001

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		VIETNAM ERA AND OTHER ELIGIBLE VETERANS	
23	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
24	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
25	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
26	52.227-09	REFUND OF ROYALTIES	APR/1984
27	52.232-11	EXTRAS	APR/1984
28	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
29	52.232-25	PROMPT PAYMENT	OCT/2003
30	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
31	52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
32	52.233-1	DISPUTES	JUL/2002
33	52.233-3	PROTEST AFTER AWARD	AUG/1996
34	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
35	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
36	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
37	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
38	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
39	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
40	52.213-4	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	APR/2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.'s proclamations, and statutes administered by the office of Foreign assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).  
(Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 1998) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793)  
(Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

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(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer-Central contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

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(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

41                      52.217-6                      OPTION FOR INCREASED QUANTITY                      MAR/1989

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 100 days prior to last production delivery. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

42                      52.217-7                      OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM                      MAR/1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to exercising the option. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

43                      252.211-7003                      UNIQUE ITEM IDENTIFICATION AND VALUATION                      JAN/2004

[252.211-7003 Item Identification and Valuation.

As prescribed in 211.274-3, use the following clause:

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ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

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Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

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(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier,\*\* consisting of-
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Governments unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.



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(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of-
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

44            52.227-03            PATENT INDEMNITY (ALTERNATE II)            APR/1984  
 The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

45            52.244-6            SUBCONTRACTS FOR COMMERCIAL ITEMS            APR/2003  
 (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as

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components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

46                      252.232-7003                      ELECTRONIC SUBMISSION OF PAYMENT REQUESTS                      JAN/2004

(a) Definitions. As used in this clause-

- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
  - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
  - (ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	NOTIFICATION OF REVISION	22-OCT-2001	001	DATA
Attachment 002	ENGINEERING CHANGE PROPOSAL	22-OCT-2002	001	DATA

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

47	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
48	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
49	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ 334419.

(2) The small business size standard is \_\_\_\_\_ 500

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),

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Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

50                    52.207-4                    ECONOMIC PURCHASE QUANTITY--SUPPLIES                    AUG/1987  
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.


(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

51                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999  
The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    APR/1984  
(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

53                    52.227-06                    ROYALTY INFORMATION                    APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

54                    252.217-7026                    IDENTIFICATION OF SOURCES OF SUPPLY                    NOV/1995

(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

"(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

National Stock		Commercial Item	Source of Supply			
<u>Line Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	<u>Actual Mfg</u>
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- "(1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

55                    252.225-7000                    BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                    APR/2003

(a) Definitions.

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<b>Name of Offeror or Contractor:</b> POWER FUNCTIONS ENG. INC.		

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation.  
  
The Government-
  - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
  - (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
    - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____.

(End of provision)

56            252.225-7035            BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM            JAN/2004  
CERTIFICATE

As prescribed in 225.1101(9), use the following provision:  
 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)  
 (a) Definitions. "Domestic end product," "foreign end product," "Free Trade Agreement country end product," "qualifying country end product," and "United States" have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.  
 (b) Evaluation. The Government-  
     (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and  
     (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.  
 (c) Certifications and identification of country of origin.  
     (1) For all line items subject to the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-  
         (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and  
         (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United



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- States or a qualifying country.
- (2) The offeror shall identify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:  
(Line Item Number) (Country of Origin)
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:  
(Line Item Number) (Country of Origin)
- (iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.  
(Line Item Number) (Country of Origin (If known))  
(End of provision)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

57            52.211-14            NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE            SEP/1990

Any contract awarded as a result of this solicitation will be N/A DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.

EVALUATION FACTORS FOR AWARD

58            52.217-5            EVALUATION OF OPTIONS            JUL/1990

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## SECTION D - PACKAGING AND MARKING

ADDED DS7043 52.7043 01-APR-1999 STANDARD PRACTICE FOR COMMERCIAL PACKAGING

CHANGED DS7047 52.7047 01-OCT-2001 BAR CODE MARKING

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

## SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF0005 52.246-01 01-APR-1984 CONTRACTOR INSPECTION REQUIREMENTS

ADDED EF0010 52.246-02 01-AUG-1996 INSPECTION OF SUPPLIES - FIXED-PRICE

ADDED EF0090 52.246-16 01-APR-1984 RESPONSIBILITY FOR SUPPLIES

## SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0015 52.242-15 01-AUG-1989 STOP-WORK ORDER

ADDED FF0020 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK

ADDED FF0045 52.247-34 01-NOV-1991 F.O.B. DESTINATION

CHANGED FF6035 52.211-16 01-APR-1984 VARIATION IN QUANTITY

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all items.

ADDED FF7005 52.247-48 01-FEB-1999 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT

## SECTION G - CONTRACT ADMINISTRATION DATA

ADDED GS7025 52.7025 01-DEC-1987 PLACE OF PERFORMANCE AND SHIPPING POINT

ADDED GS7050 52.7050 01-MAR-1999 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE

ADDED GS7080 52.7080 01-NOV-1999 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HA0120 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

CHANGED HS6115 52.6115 01-APR-1999 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

ADDRESS

NO. OF COPIES

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Commander, 1  
 US Army CECOM,  
 ATTN:AMSEL-ACCB-RT-G (BAK)  
 Fort Monmouth, NJ 07703-5000

Commander, 1  
 US Army CECOM,  
 ATTN:AMSEL-ACCB-RT-G (Tom Bifulco)  
 Fort Monmouth, NJ 07703-5000

Commander, 1  
 US Army CECOM,  
 ATTN: AMSEL- AC-CS-E( ALE)  
 Fort Monmouth, NJ 07703-5000

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

#### SECTION I - CONTRACT CLAUSES

ADDED	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0038	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF0159	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0163	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
ADDED	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS
ADDED	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
ADDED	IF0193	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT

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ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0267	52.227-09	01-APR-1984	REFUND OF ROYALTIES
ADDED	IF0381	52.232-11	01-APR-1984	EXTRAS
ADDED	IF0400	52.232-23 ALT I	01-JAN-1986	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)
ADDED	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
ADDED	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0415	52.232-34	01-MAY-1999	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
ADDED	IF0700	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF0430	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0582	52.242-12	01-JUN-2003	REPORT OF SHIPMENT (REPSHIP)
ADDED	IA0030	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
ADDED	IA0107	252.223-7006	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED	IA0165	252.225-7001	01-APR-2003	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
ADDED	IA0170	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA0735	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED/FIL	IF6202	52.213-4	01-APR-2004	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)

CHANGED IF6122 52.217-6 01-MAR-1989 OPTION FOR INCREASED QUANTITY

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 100 days prior to last production delivery. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

CHANGED IF6123 52.217-7 01-MAR-1989 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to exercising the option. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CHANGED IA6600 252.211-7003 01-JAN-2004 UNIQUE ITEM IDENTIFICATION AND VALUATION

[252.211-7003 Item Identification and Valuation.

As prescribed in 211.274-3, use the following clause:

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

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Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
--	------------------

N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

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(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier,\*\* consisting of-

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

(10) Governments unit acquisition cost.\*

(11) Ship-to code.

(12) Shipment date.

(13) Contractors CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.\*

(16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of-

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

ADDED	IF7075	52.227-03	01-APR-1984	PATENT INDEMNITY (ALTERNATE II)
ADDED	IF7700	52.244-6	01-APR-2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED	IA7180	252.232-7003	01-JAN-2004	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED	KF0155	52.222-19	01-JAN-2004	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	KF0160	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO/CHANGE	KF6067	52.219-1	01-APR-2002	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ 334419.

(2) The small business size standard is \_\_\_\_\_ 500

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.



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- (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is \* is, \* is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.  
[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

ADDED	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY--SUPPLIES
ADDED	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7091	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7124	52.227-06	01-APR-1984	ROYALTY INFORMATION
ADDED	KA7030	252.217-7026	01-NOV-1995	IDENTIFICATION OF SOURCES OF SUPPLY
ADDED	KA7040	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	KA7060	252.225-7035	01-JAN-2004	BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE

PIIN/SIIN W15P7T-04-Q-H007

MOD/AMD

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

CHANGED LF6020 52.211-14 01-SEP-1990 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

Any contract awarded as a result of this solicitation will be N/A DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED MF0017 52.217-5 01-JUL-1990 EVALUATION OF OPTIONS